

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

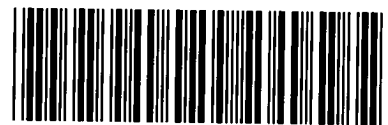
OF

T. REED & SON LIMITED

Company No 06524999

(Adopted by special resolution passed on 7 / 10 / 2021)

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COMPANY NO. 06524999
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
T. REED & SON LIMITED

(Adopted by special resolution passed on 7/16 / 2021)

Introduction

1. Interpretation

1.1 In these Articles, the following words have the following meanings:

Articles: the Company's articles of association for the time being in force;

'A' Share: an ordinary share of £1.00 in the capital of the Company designated as an 'A' Share;

'A' Shareholders: all those individuals who are registered in the Company's register of member as the owner of the 'A' Shares;

AB Shareholder: means holder of 'A' Shares who holds 'B' Shares;

AC Shareholder: means a holder of 'A' Shares who holds 'C' Shares;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

'B' Share: an ordinary share of £1.00 in the capital of the Company designated as an 'B' Share;

'B' Shareholder: the individual who is registered in the Company's register of member as the owner of the 'B' Shares

CA 2006: the Companies Act 2006;

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

Continuing Shareholder: has the meaning given in 1215.2;

Controlling Interest: an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

'C' Share: an ordinary share of £1.00 in the capital of the Company designated as an 'C' Share;

'C' Shareholder: the individual who is registered in the Company's register of member as the owner of the 'C' Shares

'D' Share: an ordinary share of £1.00 in the capital of the Company designated as an "D" Share;

'D' Shareholder: the individual who is registered in the Company's register of member as the owner of the 'D' Shares

Deemed Transfer Notice: a Transfer Notice that is deemed to have been served under any provisions of these Articles;

Eligible Director: any director of the Company

Fair Value: in relation to shares, as determined in accordance with 1517;

Family Trust: in relation to either an AB Shareholder or an AC Shareholder or both, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or intestacy) which does not permit any of the settled property or income therefrom to be applied otherwise than for the benefit of the AB Shareholder or the AC Shareholder or a Privileged Relation of either of them.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**;

holding company: has the meaning given in 41.5;

Interested Director: has the meaning given in 79.1;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;

Original Shareholder: a shareholder who holds shares in the Company on the date of adoption of these Articles;

Privileged Relation: in relation to an AB Shareholder or an AC Shareholder means the spouse (or widow or widower) of the member and their lineal descendants.

Proposed Sale Price: has the meaning given in article 15.2;

Relevant Agreement: means any agreement entered into by the Original Shareholders relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the Original Shareholders which (expressly or by implication) supplements and/or prevails over the provisions of these Articles.

Representatives: means in relation to a member, any person or persons who have become entitled to his/her shares in consequence of his death, bankruptcy or mental incapacity.

Sale Shares: has the meaning given in 1215.2;

Seller: has the meaning given in 1215.2;

subsidiary: has the meaning given in 41.5;

Transfer Notice: an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

Valuers: an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator);

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 shall have those meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 These Articles shall be binding on and enure for the benefit of the successors and personal representatives (as the case maybe) of each of the Original Shareholders.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2)[, 49] and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors before the words "properly incur".
- 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(1) (d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. Directors' meetings

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with 64.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.
- 3.4 If at any time before or at any meeting of the directors or of any committee of the directors any participating director should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no

business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

- 3.5 The provisions of 63 shall apply equally to meetings of any committee of the directors as to meetings of the directors.

4. Unanimous decisions of directors

- 4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

5. Number of directors

The number of directors shall not be less than two and no more than three. No shareholding qualification for directors shall be required.

6. Calling a directors' meeting

- 6.1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by each director or by authorising the Company secretary (if any) to give such notice.

- 6.2 Notice of any directors' meeting must be accompanied by:

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
- (b) copies of any papers to be discussed at the meeting.

- 6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

7. Quorum for directors' meetings

- 7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors.

- 7.2 No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

- 7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting, then the meeting shall be adjourned for five Business Days at the same time and place.

8. Chairing of directors' meetings

The post of chairperson in respect of any board meetings will be decided by the directors before the meeting commences. The chairperson shall not have a casting vote. If the chairperson for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him or her shall be entitled to appoint another of its nominated directors to act as chair at the meeting.

9. Directors' interests

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.

- 9.2 Any authorisation under this article will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company and no authorisation under 79.1 shall be necessary in respect of any such interest.
- 9.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.8 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.9 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under 89.8.

9.10 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with 79.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the CA 2006.

10. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

11. Appointment of directors

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in

writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

Shares

12. Share capital

12.1 The Company may from time to time issue shares of different classes with different rights and restrictions attached to them. As of the date of the adoption of these Articles the Company has the following predefined Share classes:

- (a) 'A' Ordinary Shares of £1.00 each;
- (b) 'B' Ordinary Shares of £1.00 each;
- (c) 'C' Ordinary Shares of £1.00 each; and
- (d) 'D' Ordinary Shares of £1.00 each

which all shall ranking *pari passu* in all respects, save as hereinafter provided.

12.2 Dividend

- (a) Subject to the provisions of the Act and any Relevant Agreement entered into by the Shareholders and in force from time to time, the Directors may declare an interim dividend and a final dividend
- (b) Every meeting of the Directors, at which a dividend is declared shall, by Board Resolution may direct that such dividend be paid either in respect of one or more class of shares to the exclusion of the other class(es), or in respect of all classes of shares.
- (c) Where a dividend is declared in respect of all classes of shares the Company may, by Board resolution, differentiate between the classes as to the amount or percentage of dividend payable, but in default the shares in each such class shall be deemed to rank *pari passu* in all respects as if they constituted one class of share.

12.3 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.

12.4 On the transfer of any share as permitted by these Articles:

- (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer; and

- (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

- 12.5 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 12.6 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
 - (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - (c) any resolution to put the Company into liquidation.
- 12.7 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

13. Share transfers: general

- 13.1 In these Articles, reference to the transfer of a share includes the transfer, assignment, transmission or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 13.2 No share shall be transferred unless the transfer is made in accordance with these Articles or pursuant to a Relevant Agreement.

- 13.3 The directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 13.4 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time.
- 13.5 Any transfer of shares by way of a sale that is required to be made under 1214 or 1415, shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

14. Permitted transfers

- 14.1 An AB Shareholder, notwithstanding Article 13 and Article 15, may at any time transfer such number of 'A' Shares or 'B' Shares as he shall see fit to the AC Shareholder or a Family Trust.
- 14.2 An AC Shareholder may at any time, notwithstanding Article 13 and Article 15, transfer such number of 'A' Shares or 'C' Shares as she shall see fit to the AB Shareholder or a Family Trust.
- 14.3 A holder of 'A' Shares who holds 'D' Shares (**AD Shareholder**), notwithstanding Article 13 and Article 15, may at any time transfer such number of 'A' Shares or 'D' Shares as he shall see fit to the AB Shareholder or the AC Shareholder.

15. Pre-emption rights on the transfer of shares

- 15.1 Except for a transfer of shares which is permitted under these Articles, no share be transferred until the following conditions as set out in this Article 15 are complied with.
- 15.2 Except where the provisions of article 16 apply, a Shareholder (**Seller**) wishing to transfer all his shares (but not some only) in the capital of the Company (**Sale Shares**) shall give notice in writing (**Transfer Notice**) to the other Shareholders (**Continuing Shareholders**) specifying the details of the proposed transfer, including the number of

Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s) (if any), the proposed price for each Sale Share (if any) (**Proposed Sale Price**) and the proportionate entitlement of each Continuing Shareholder to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of Ordinary Shares held by him bears to the total number of Ordinary Shares held by the Continuing Shareholders (in respect of each Continuing Shareholder his **Entitlement**).

- 15.3 A Transfer Notice by any holder of the "A" Shares in respect of his "A" Shares shall be deemed to include a Transfer Notice of any other class of Share held by that Shareholder.
- 15.4 The Continuing Shareholders (or any of them) may, by giving notice in writing (**Price Notice**) to the Seller at any time within ten (10) Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within ten (10) Business Days of the receipt of the Seller of a Price Notice, they (or any of them) shall immediately instruct the Valuers pursuant to article 17.
- 15.5 If, following delivery to him of written notice of the Valuers determination of the Fair Price, the Seller does not agree with the assessment of the Valuers of the Fair Price of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within five (5) Business Days of delivery to him of the written notice of the Valuers. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these articles or any Relevant Agreement.
- 15.6 Within five (5) Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within five (5) Business Days of receipt of the determination of the Valuers of the Fair Price (and provided the Seller has not withdrawn the Transfer Notice in accordance with clause 15.4), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (**Acceptance**) to the Seller stating that he wishes to purchase a specified number of Sale Shares at the Sale Price. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement (**Extra Shares**).
- 15.7 Notwithstanding article 15.5, the Continuing Shareholders may elect that the Company shall have the right to accept any or all of the Sale Shares (if it is lawfully able to do so) by written notice given pursuant to clause 15.5.
- 15.8 If, on the expiry of the relevant five (5) Business Day period referred to in clause 15.5, the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement (or

such lesser number of Sale Shares for which he has applied) and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the shares of the same class held by such Continuing Shareholders.

- 15.9 Completion of those Sale Shares accepted by Continuing Shareholders under article 15.5 (and, where, relevant, article 15.6 and article 15) shall take place at the registered office of the Company on a date and time agreed between the Shareholders but not more than 20 Business Days after the Fair Price has been agreed or determined and if the Seller fails or refuses to transfer the Sale Shares pursuant to this article 15.8 then the provisions of article 15.3 shall apply.
- 15.10 In relation to any Sale Shares not accepted by Continuing Shareholders under article 15.5 (and where relevant article 15.6 and article 14.5) the Seller shall not be entitled to transfer those Sale Shares to a third-party buyer unless all the holders of 'A' Shares agree.

16. Compulsory transfers

- 16.1 A shareholder is deemed to have served a Transfer Notice under 1215.2 immediately before any of the following events:
- (a) such shareholder dying;
 - (b) such shareholder being adjudicated bankrupt;
 - (c) in the case of any "A" Shareholder ceasing to be connected with the Company (otherwise than by reason of death) and for these purposes the "A" Shareholder shall be treated as connected with the Company if but only if and so long as he is a director or employee of the Company.
- 16.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:
- (a) in the case where the Deemed Transfer Notice is deemed to be given by the AB Shareholder then the Sale Shares shall be gifted or otherwise transferred at nominal value to the AC Shareholder and in her absence to the beneficiaries named in the AB Shareholders last will and testament or in the absence of such, those entitled under the intestacy laws applicable at the time in England.
 - (b) in the case where the Deemed Transfer Notice is deemed to be given by the AC Shareholder then the Sale Shares shall be gifted or otherwise transferred at nominal value to the AB Shareholder and in his absence to the beneficiaries named in the AC Shareholders last will and testament or in the absence of such, those entitled under the intestacy laws applicable at the time in England.

- (c) in the case where the Deemed Transfer Notice is deemed to be given by the holder of 'A' Shares and 'D' Shares (**AD Shareholder**) then the Sale Shares shall be gifted or otherwise transferred at nominal value or Fair] Value (if applicable) to the AB Shareholder and in his absence to the AC Shareholder and in her absence to the beneficiaries named in the AC Shareholders last will and testament or in the absence of such, those entitled under the intestacy laws in England applicable at the time.
- (d) the Deemed Transfer Notice shall be in respect of all of the Shares (but not some only) in respect of the Shareholder the subject of article 16.1;
- (e) the Continuing Shareholders shall have the right to elect by written notice to the Directors that the Sale Shares are purchased by the Company subject to it having the distributable reserves to do so and complying with CA 2006;

and in any case the Seller does not have the right to sell the Sale Shares to a third party and the Seller shall be permitted to retain his Shares.

- 16.3 If the Seller fails to complete a transfer of Sale Shares as required under this 1416, the Continuing Shareholder is irrevocably authorised to appoint any person it nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

17. Valuation

- 17.1 As soon as practicable after deemed service of a Transfer Notice under 1416.1 the shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 17.2 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the shareholders in writing of their determination.
- 17.3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:
- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;

- (d) the Sale Shares are sold free of all encumbrances;
 - (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - (f) to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 17.4 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 17.5 To the extent not provided for by this 1517, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate[, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 17.6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 17.7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation (including any fees and costs of any advisers appointed by the Valuers)] shall be borne by the shareholders equally or in such other proportions as the Valuers shall direct.

Decision making by shareholders

18. Quorum for general meetings

- 18.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons holding 'A' Shares present in person or by proxy.
- 18.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

19. Chairing general meetings

The chairperson of the board of directors shall chair general meetings. If the chairperson is unable to attend any general meeting, the shareholder who appointed him or her shall be entitled to appoint another of its nominated directors present at the meeting to act as chair at the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

20. Voting

20.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

20.2 Any resolution proposed as a written resolution in relation to any of the matters listed in 1720.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

21. Poll votes

21.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.

21.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

22. Proxies

22.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".

22.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

Administrative arrangements

23. Means of communication to be used

23.1 Subject to 1823.2, any notice, document or other information shall be deemed received by the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address;
- (b) if sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax or email, at the time of transmission.

23.2 If deemed receipt under 1823.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information (which, in the case of service by fax or email shall be deemed to be the same place as is specified for service of notices, documents or other information on the relevant recipient by hand or post)].

23.3 To prove service, it is sufficient to prove that:

- (a) if delivered by hand, the notice was delivered to the correct address;
- (b) if sent by post [or by airmail], the envelope containing the notice was properly addressed, paid for and posted;
- (c) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (d) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

23.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

24. Indemnity and insurance

24.1 Subject to 1924.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of

his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in 18a and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

24.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

24.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

24.4 In this article:

- (a) a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund of the Company.

25. Representatives

These Articles shall be binding upon and shall enure for the benefit of each member's Representatives.